



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

satisfied. After this agreement was made C. incurred a debt to complainants, which, while existing before, was not put in judgment until after the land had been conveyed by the widow and heirs of H. to C.'s wife in consideration of claims against H.'s estate in accordance with the agreement between C. and the heirs. Held, that the conveyance to the wife was not pursuant to such agreement, but was fraudulent as against C.'s creditors, and, he having in fact furnished the consideration, the wife having no claims against her father's estate, she held the property in trust for her husband which was properly subject to his debts.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 24, Fraudulent Conveyances, § 345.]

2. Same—Accrual of Claim.—Where a husband was indebted to complainants long before a fraudulent conveyance of property to his wife was executed, it was immaterial to complainants' right to subject such property to their judgment subsequently recovered that there had been no adjustment of the account between the parties until after the conveyance.

MILLER *v.* SIMPSON.

Nov. 21, 1907.

[59 S. E. 378.]

1. Partnership—Contract—Construction.—In order that defendant might obtain complainant's services as manager of a "ready to wear" department, a contract was executed that, in consideration of \$1,000 paid by complainant to defendant, they should share in the profits of the department. Complainant agreed to furnish her entire time, and pay expenses of alterations, while defendant was to furnish a like amount of capital, part of which consisted of goods then on hand, also store-room and the use of clerks to sell goods. Expenses were to be charged to the department separately, the stock was to be taken and profits determined on January 1st of each year. Complainant was to have a drawing account not to exceed \$15 a week, which was to be credited with the amounts drawn by complainant, and the amounts used to defray alteration expenses to defendant and all other expenses were to be borne jointly; the remaining profits undivided being credited to the accounts of both parties to be further used in the business, and, in case the department was abolished, the stock on hand was to be sold and an equal division made. Held, that the contract constituted a partnership, and not an agreement by complainant to purchase a right to share in the profits of the business.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 38, Partnership, § 6.]

2. Same—Requisites of Agreement—Participation in Profits.—It is not essential to constitute a partnership that the parties agree to

share losses, but it is sufficient if they engage in an undertaking with a view to gain under an agreement that there is to be a community of interest in profits as such.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 38, Partnership, § 26.]

3. Same—Accounting—Right.—In a partnership in a department in a retail business, one partner was entitled to an accounting against the other to ascertain the result of the enterprise.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 38, Partnership, § 129.]

4. Same—Capital and Services.—An agreement by which one party is to furnish the capital and the other his services to an enterprise, the profits to be divided between them without any special agreement as to losses, constitutes a partnership.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 38, Partnership, § 15]

GRASTY *v.* LINDSAY.

Nov. 21, 1907.

[59 S. E. 381.]

1. Trial—Instructions—Evidence to Sustain.—An instruction asked by defendant in an action for drilling a well, predicated on the fact that he had instructed the contractor to stop boring after a specified depth had been reached, was properly refused, where defendant himself testified that he never directed the contractor to stop work.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 46, Trial, §§ 596, 597, 604.]

2. Contracts—Actions—Instructions.—Where, in an action for drilling a well under a contract which gave the owner the right to stop the contractor at any time, the owner testified that he did not stop the contractor because of reliance on representations made by him, an instruction that the burden was on the owner to prove that a representation made by the contractor was untrue, and that the owner was misled thereby, was not objectionable as imputing to the owner a theory of defense which he did not entertain and which there was no evidence to support.

WILSON'S EX'R *v.* KECKLEY.

Nov. 21, 1907.

[59 S. E. 383.]

1. New Trial—Newly Discovered Evidence—Counter Affidavits.—On a motion for new trial for newly discovered evidence, counter affidavits may be considered.